

# HAVAALANLARI YER HİZMETLERİ A.Ş. RULES FOR PASSENGER and LUGGAGE TRANSPORTATION FORM 9001 HQ 033

### **ARTICLE 1 - DEFINITIONS**

**Luggage:** Refers to the bags, suitcases and other personal items carried by our guests in association with the trip.

**Ticket:** Refers to the physical or electronic document ("e-ticket") that documents the transportation contract between the Passenger and the Carrier.

**E-Ticket:** E-ticket refers to electronic ticket and replaces paper ticket and includes the record of all ticket information related to PNR, passenger and flight.

**Destinations:** Refers to the intracity or intercity line that provides transportation between an airport and the city center and/or city terminal and various stops on the route and vice versa.

**Carrier's Rules:** Refer to the rules that have been issued or created by Havaş to regulate passenger and/or luggage transportation, including fee tariffs in effect and valid on the date the ticket was issued.

**Fees:** Refers to the fee paid in exchange of the right of transportation on our intracity and intercity lines.

**Passenger:** Refers to the persons transported by Havaş.

**Trip:** Services conducted on the destinations Havaş is active on with the purpose of carrying passengers.

**Damage:** Refers to death, injury, loss, harm, partial harms and other harms arising from or related to the transportation service or other services associated with this transportation while Havaş conducts transportation.

### **ARTICLE 2 - SCOPE**

#### 2.1. GENERAL

Transportation Rules presented herein apply in all passenger transportations conducted by Havaş in exchange for a charge.

#### 2.2. DISCOUNTED and FREE TRANSITS

Transportation Rules presented herein apply in discounted and free of charge transportation services unless other rules are established for the transportation rules, contracts, tickets and other complimentary transfers of Havaş.

#### 2.3. RULE OF LAW

Any condition found in our Transportation rules that is in conflict with the applicable laws, governmental decrees and regulation that cannot be waived with the contract of the parties cannot be implemented. Voidness of any condition shall not affect the validity of other conditions.

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### **ARTICLE 3 - TICKET**

#### 3.1. PRESUMPTIVE QUALITY OF THE TICKET FOR TRANSPORTATION CONTRACT

Unless otherwise is proven, Passenger Ticket consists the presumptive evidence for the existence of transportation contract between Havaş and our guest with the ticket on hand.

As per the Road Transportation Regulations; passengers travelling between cities are obliged to disclose their TR Identity Number and Name/Surname information; thus, passenger details are taken.

#### **3.2. SUBMISSION OF THE TICKET**

Passenger cannot claim any right unless they submit a valid passenger ticket given by the Carrier issued as per the Transportation Rules. Submitted ticket shall not be valid if it is modified, ripped apart or torn.

#### **3.3. TRAVEL INFORMATION FORMS**

Our passengers with e-tickets issued for their names can obtain their "Travel Information Forms" logging in on <u>Online.havas.net/tr/Ebilet</u> address with their PNR or TR Identity Number details along with the date of the travel.

#### **3.4. RETAINING THE TICKET**

As per the Road Transportation Law, the details on the ticket should be checked and the passenger should keep the ticket during the trip.

#### 3.5. PRICE TARIFFS

Related information can be obtained from the "Shuttle Locations" page on www.havas.net or Customer Relations at 0850 222 0 487.

In the event you use a credit card to pay for your ticket, tickets are only sold to the person holding the credit card, no other person than the cardholder can buy the ticket. In the event of a refund for tickets purchased by a credit card before the shuttle moves, the refund amount cannot be paid in cash, but will be reimbursed via the POS device on the same day. Your card will be refunded within an average of 7 working days. Any possible delays are due to interbank rules and periods; which is not caused by Havaş.

If you would like to object to any transaction reflected on your credit card regarding the tickets you purchased, you should contact the financial institution that issued your credit card for the related objection as per the "Law No. 5464 regarding Debit Cards and Credit Cards".

#### **3.6. DISCOUNT TICKETS**

People who can benefit from the discount ticket tariff are determined by Havaş. Children below the age of 6 can travel on the lap of their parents without charge. In case a separate sit is requested for them, discounted tickets shall be issued.

Disabled passengers can travel free of charge. (As long as the passenger is the passenger of the airline)

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#### 3.7. E-TICKETS

As per the Road Transportation Regulations; passengers travelling between cities are obliged to disclose their TR Identity Number and Name/Surname information. The information is collected for this purpose. Submitting ID cards is mandatory during the travels.

Printed e-tickets can be used as invoices since they have a financial value; they do not require additional signatures or stamps.

### **ARTICLE 4 - BOARDING PROCEDURES**

Changes may occur in the travel duration due to traffic density. Passengers should prefer a service that is appropriate for their flights by taking into account the travel duration and the duration required to be present at the airport before the flight. In case the trips are interrupted for reasons other than force majeure, the trips shall be completed in the planned duration by resolving the setbacks.

You need to be present at the place before the departure time and before the vehicles pass from the stops in case of way stations. Dropping off/picking up any passengers is not allowed at points other than stops.

### **ARTICLE 5 - REFUSAL AND LIMITING OF TRANSPORTATION**

Havaş may refuse to transport the passenger or passenger luggage due to safety reasons or by exercising its discretionary power in below given and similar circumstances:

- If the behavior, mental and/or physical condition of the passenger pose an obstacle for travel and require special help from Havaş,
- If they cause disturbance and objection from other guests,
- If they pose a risk or danger of other passengers or properties,
- If failure of passenger to observe Carrier's instructions makes such a refusal necessary,
- If the passenger has refused the security check,
- Havaş reserves the right to refuse including the passengers in the trip in case the passenger is under the influence of
- alcohol or drugs, or if they are in a condition that would affect the safety and comfort of the trip.
- Passengers with refused transportation shall not receive compensation from Havaş.
- Havaş can refuse to carry passengers whose age, mental and/or physical conditions pose a threat or risk for themselves without their attendants.

### **ARTICLE 6 - LUGGAGE**

#### 6.1. THE RIGHT OF LUGGAGE

As per the Road Transportation Regulation, each passenger has right of luggage for baggage up to 30 kg. Additional luggage right is given if the vehicle's condition is suitable.

1 or 2 bicycles can be carried in our vehicles according to their luggage capacities. You are required to notify the associated trip's driver when receiving back your luggage in case of damage or loss of luggage.

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### 6.2. ITEMS NOT ACCEPTED AS LUGGAGE

The below mentioned items cannot be places inside the passenger luggage; Items that do not fit to the description of luggage,

- Hazardous goods are described as articles prohibited in road transportation.
- It is prohibited to carry fragile or perishable items or items that are not appropriate for transportation according to Havaş in terms of their weights and dimensions as well as fire arms, knuckle dusters and knives (pointed and groovy knives, switch blades, etc.) as per the law #6136.
- Passengers cannot include any fragile and perishable items, money, jewelry, valuable metals, silver items, bonds and other commercially valuable papers, passports and any other identity documents or their copies in their luggage. Carrier cannot be held responsible from the damages that would arise from keeping the above listed items inside the luggage.
- Our guests who have fire arms with them are obliged to produce their carry permits to the responsible officer.

#### 6.3. RIGHT OF REFUSAL OF CARRYING LUGGAGE

Havaş can refuse to carry items that have been prohibited to carry as luggage and similar items as luggage.

Other that the ones indicated in Article 6.1, Havaş can refuse to carry any item as luggage due to its dimensions, shape, weight or quality.

Havaş can refuse to carry as luggage all items that cannot be put in bags and suitcases or other appropriate containers to ensure secure transportation with normal care.

### 6.4. RIGHT OF SEARCH

Due to security and safety reasons, Havaş can ask the passenger's permit for searching their luggage and can conduct searches or have the luggage searched when the passenger is not present.

If this request is not accepted, Havaş can refuse to carry the passenger, their vehicle and/or luggage.

# **ARTICLE 7 - TRANSPORTATION OF PETS**

- As per the Road Transportation Regulation, pets such as cats, dogs (except the ones that pose threat) and birds (goldfinch, canary parrot or canary) with vaccination cards can be transported on the lap of the owner passenger and in front of their seats outside the section dedicated to luggage transportation, provided that they are locked inside their special cages. Details shall be found in the form to be given before the trip.
- Pets which cannot be taken inside the vehicle due to the dimensions of cage being larger than 23x40x55 can be transported in the luggage section in their special cages, provided that all associated risks belong to their owner.
- Pets with the passengers should not be taken out of their cages for the whole duration of the trip.
- As per the Article 14 of "Animal Protection Law" No. 5199; breeding, adopting out, importing, selling and advertising, trading, exhibiting and gifting animals that pose

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threat such as Pitbull Terrier and Japanese Tosa are prohibited. By virtue of the related article, pets of these species (Pitbull Terrier, Japanese Tosa, Dogo Argentino, Fila Brasileiro) are not carried. Regulation compliance of the animal requested to be transported is checked at the terminal.

- Checking officers can refuse to carry pets with doubtful health conditions or which are considered to pose risks for a healthy trip.
- Havaş does not accept any responsibility in any way if the medical condition of the transported pet gets worse before, during or after the trip. Accepting to carry pets depends on our guest's having accepted all responsibility. Havaş shall not be liable of the death, sickness, loss or injury of the pet during the transportation or of expenses and other damages that may arise due to these circumstances.
- As of January 1st, 2023, pets (cats, dogs, ferrets) must have passports and be registered to the "Pet Registration System (PETVET)". Pet owners shall meet the required legal obligations.

### ARTICLE 8 - TRANSPORTATION TARIFFS, TRANSPORTATION CANCELLATIONS

### **8.1. TRANSPORTATION TARIFFS**

Havaş undertakes to comply with the transportation tariffs issued at the date of the trip and to show the necessary effort to carry the luggage in a reasonable time period. However, delays in implementing the tariffs or cancellations of trips can occur for reasons beyond control. Havaş cannot be held responsible for pecuniary loss and intangible damages that may arise due to these circumstances. Havaş has the right to organize extra trips outside the tariffs. Havaş can carry out transportation by notifying the passengers in a timely manner. Same rules apply for the extra trips as well.

#### 8.2. CANCELLATION OF THE TRIP

In case of flight cancellations or due to reasons beyond control (technical malfunctioning, natural disasters, negative weather conditions, etc.) delays in the implementation of tariffs and cancellation of the trips may occur. We kindly ask you to call customers relations at 0850 222 04 87 to obtain information in case of change in service time or service cancellations. In addition, you can convey your grievances and suggestions in writing by contacting us at the address of info@havas.net. We do not compensate for the pecuniary loss and intangible damages that may arise out of this.

### **ARTICLE 9 – FREE TRANSPORTATION**

Havaş is not subject to the law no. 4736. Havaş is not obliged to issue free or discount tickets to any persons or organizations, however the company can carry certain passengers free or at a discounted price with its own initiative as part of social responsibility.

Our passengers who want to benefit from the Turkcell Platinum campaign on the available lines should keep their QR codes at hand during the ticket issuance and should produce their QR codes to the ticket officer by expressing their request to benefit from Turkcell Platinum campaign.

Passengers who express their request to benefit from the campaign only after the ticket is issued shall not take advantage of the campaign. Click to see the details of Turkcell Platinum campaign

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and the available lines for the campaign. <u>https://www.turkcell.com.tr/platinum/ayricaliklar/ucretsiz-havas</u>

### **ARTICLE 10 - SECURITY CHECK**

Passengers are obliged to comply with all the security measures and checks applied by Havaş.

### **ARTICLE 11 - DAMAGE LIABILITY**

- Havaş shall be liable in case the passenger or the luggage suffers damage due to Havaş's fault. Havaş's liability can be reduced or removed according to the regulation provisions in case the passenger shows contributory negligence.
- Havaş shall only be held liable for the damages that occur during its own transportation services. It shall not be held liable for the transportation services provided by another carrier.
- Havaş shall not be responsible for the damage that would arise from complying with any law provision or government decrees, requests or requirements as well as the damages that would arise due to the failure of the passenger to comply with these.
- Havaş's liability is limited with the proven real damage amount, provided that it does not exceed the liability limit. Havaş shall not be responsible for any other indirect damages.
- Havaş shall not be responsible for the injury suffered by a passenger or damage on passenger luggage due to an item found inside the passenger's luggage. In case the property of any passenger harms another person, the property of another person of the property of Havaş, the passenger causing harm shall compensate all damages and losses suffered by Havaş.
- Havaş shall not be responsible for the damage on fragile and perishable items inside their luggage, money, jewelry, valuable metals, silver items, bonds and other commercially valuable papers, passports and other identity documents or copies.
- Havaş shall not be responsible of any disease, injury or disability, including the death of the passenger, due to circumstances related with the above mentioned conditions or increasing severity of these circumstances in the transportation of a passenger with an age, mental and/or physical condition that poses a danger or risk for themselves.
- Provisions that limit or exclude the responsibility of Havaş apply exactly for Havaş's representatives, agencies, personnel, and officers as well. Total compensation amount that can be requested from the Carrier and its representatives, personnel and officers cannot exceed the maximum liability limits of Havaş.

# **ARTICLE 12 - CONFIDENTIALITY**

Your privacy is very important for us. Havaş acts in a very rigorous manner in order to protect the personal data of its customers. You accept the below given terms when you visit our website and/or conduct online transactions.

Havaş may collect your personal information such as your name, surname, address, telephone numbers, e-mail addresses, identity details, tickets and trips when your share them. The information collected can be used to provide a better service, product and selection options; to edit our website; to create a database to develop and process report analysis verification and statistical information for trips, services, products, campaigns and promotions and to share these with specialists, provided that compliance with confidentiality terms is ensured; and to inform you of promotions, campaigns, marketing and other opportunities offered by Havaş or other cooperating companies and partners through e-mail, SMS and telephone. Havaş may share your

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personal information with other companies that provide services to Havaş through the mentioned procedures for the purposes indicated above and/or with legal and administrative authorities in case of legal obligation.

You can obtain detailed information related to the processing of your personal information by our company, Airports Ground Handling Services Incorporated Company ("Company") as the data controller, as per the Law Regarding Protection of Personal Information No. 6698 [Protection of Personal Information (havas.net)] from Airports Ground Handling Services Incorporated Company's Policy for Protection and Processing of Personal Information ("Policy").

#### **ARTICLE 13 - REVISION**

Havaş may revise part or all of these transportation rules, if required.